

(a) The execution, delivery and performance by Buyer of this Agreement will not violate any provision of law now in effect, any order of any court or other agency of government, or any indenture, agreement or other instrument to which he is a party or by which he or his properties are bound or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation of imposition of any lien, charge or encumbrance of any nature whatsoever upon any of his properties or assets.

(b) No litigation at law or in equity and no proceeding before any commission or other administrative or regulatory authority is pending or to the knowledge of Buyer threatened against or affecting his ability to enter into this Agreement and to consummate the transaction described herein.

(c) Buyer knows of no reason why he should not be qualified before the Federal Communications Commission to carry out the terms of this agreement.

5. Until Closing, Seller shall be so entitled to vote her shares of the Stock in PVN, and to give consents, waivers and ratifications in respect thereof, without regard for the wishes of Buyer.

6. Seller will not permit or approve the issuance of any additional shares of PVN of any class or the declaration, order or setting apart of any sum or any property or assets by PVN for any dividend on account of any shares of PVN stock of any class of stock outstanding without the written consent of Buyer.

7. The occurrence of any one or more of the following events (hereinafter sometimes referred to a "Events of Default") shall constitute a default hereunder:

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(a) If any representation or warranty made by Seller shall prove to be false or misleading in any material respect; or

(b) If Seller or Buyer fails to perform any of her or his obligations under this Agreement.

8. This entire agreement may be subject to the condition that the Commission first approve an application for transfer of control of the Station to be tendered by Buyer and other shareholder of Seller. The parties shall take such other steps as may be necessary to secure the written consent of the Commission to all actions contemplated herein. Each party agrees to cooperate with the other fully in securing the necessary approval of the Commission. Each will bear the costs of the preparation of this agreement, and expenses in the preparation and prosecution of the application before the Commission, and Buyer and Seller shall each pay one half of all Commission filing fees relating to filings before the Commission.

9. In the event the Commission fails to grant the application for consent to transfer of control within nine (9) months of the date of the filing of the application therefor, Buyer or Seller may terminate this agreement by giving notice to the other in writing. In the event that this agreement is terminated pursuant to the provisions of this paragraph, then both parties hereto shall stand fully released and discharged of any and all obligations provided that the refusal or failure of the Commission to grant said application does not arise through an Event of Default by either party. In an Event of Default by one party, the nonbreaching party will have available to remedies as set out in Paragraph 11 herein.

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10. All payments and the assignment of permit as contemplated by this agreement shall be effected on the Closing Date. If Commission consent for the transaction contemplated herein is required, the Closing Date shall be no sooner than five (5) days and not more than ten (10) days after Commission consent to the application for transfer of control has become final, that is, no longer subject to administrative or judicial review. In any event, the Closing Date shall fall at least two days before any closing under any other agreement to sell assets or transfer control of the Company shall occur. The Closing shall take place in the offices of Seller, 47 East Main Street, Shelby, Ohio 44875. The date and place of closing may be changed by mutual consent of the parties.

11. In the event that Buyer resigns or loses his position as president and general manager for cause, any offer otherwise represented by this Agreement shall be deemed null. In the event that Buyer purchase said stock under this Agreement, and later resigns or otherwise loses his position as president and general manager for cause, Seller shall have the right to purchase stock from Buyer according to the following formula:

Between June 1, 1989, and May 31, 1990: Repurchase price of Ten Percent (10%) of Market Price.

Between June 1, 1990, and May 31, 1991: Repurchase price of Thirty Percent (30%) of Market Price.

Between June 1, 1991, and May 31, 1992: Repurchase price of Fifty Percent (50%) of Market Price.

Between June 1, 1992, and May 31, 1993: Repurchase price of Seventy Percent (70%) of Market Price.

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Between June 1, 1993, and May 31, 1994: Repurchase
price of Ninety Percent (90%) of Market Price.

After June 1, 1989: Repurchase price shall equal
Market Price.

Market Price shall be the average price for which sold the last Twenty (20)
shares of PVN, not including any stock sold pursuant to this Agreement or
the sale of any stock by Seller to any employees of Seller.

12. In the event either party hereto commits an Event of Default, the
remedies for such breach shall be as follows:

(a) If such default be by Buyer, Seller shall be entitled to
all rights he may have at Ohio law or equity.

(b) If such default be by Seller, Buyer shall be entitled to
such damages as it has at Ohio law or equity, including without
limitation action for specific performance, given the unique na-
ture of the Station, provided that Buyer shall not be entitled to
both specific performance and money damages.

13. All of the terms of this agreement are to be interpreted in accord-
ance with the laws of the State of Ohio.

14. Any notices required or permitted to be given under this Agreement
shall be deemed sufficient if mailed by registered mail, return receipt
requested, to:

To Seller: President, The Petroleum V. Nasby
Corporation
47 East Main Street
Shelby, Ohio 44875

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To Buyer: Timothy J. Moore
Willow Drive
Plymouth, Ohio 44865

15. This agreement shall inure to and be binding upon the successors, representatives, heirs and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement in duplicate, with each deemed an original.

THE PETROLEUM V. NASBY CORPORATION

_____, 19__

By : _____
Title

TIMOTHY J. MOORE

_____, 19__

By _____

Exhibit IV

The Petroleum V. Nasby Corporation will continue to provide entertainment and nonentertainment programming (including news and public affairs) designed to address the needs and interests of the citizens of Shelby, Ohio and other communities located in the station's service area.

BROADCAST EQUAL EMPLOYMENT OPPORTUNITY

MODEL PROGRAM REPORT

1. APPLICANT

Name of Applicant The Petroleum V. Nasby Corporation	Address 47 East Main Street Shelby, OH 44875
Telephone Number (include area code) 419/347-9797	

2. This form is being submitted in conjunction with:

☐ Application for Construction Permit for New Station ☐ Application for Assignment of License

☒ Application for Transfer of Control

(a) Call letters (or channel number of frequency) _____ Station **WSWR(FM)**

(b) Community of License (city and state) _____ **Shelby, OH**

(c) Service:

☐ AM ☒ FM ☐ TV ☐ Other (Specify) _____

INSTRUCTIONS

Applicants seeking authority to construct a new commercial, noncommercial or international broadcast station, applicants seeking authority to obtain assignment of the construction permit or license of such a station, and applicants seeking authority to acquire control of an entity holding such construction permit or license are required to afford equal employment opportunity to all qualified persons and to refrain from discrimination in employment and related benefits on the basis of race, color, religion, national origin or sex. See Section 73.2080 of the Commission's Rules. Pursuant to these requirements, an applicant who proposes to employ five or more full-time employees must establish a program designed to assure equal employment opportunity for women and minority groups (that is, Blacks not of Hispanic origin, Asians or Pacific Islanders, American Indians or Alaskan Natives and Hispanics). This is submitted to the Commission as the Model EEO Program. If minority group representation in the available labor force is less than five percent (in the aggregate), a program for minority group members is not required. In such cases, a statement so indicating must be set forth in the EEO model program. However, a program must be filed for women since they comprise a significant percentage of virtually all area labor forces. If an applicant proposes to employ fewer than five full-time employees, no EEO program for women or minorities need be filed.

Guidelines for a Model EEO Program and a Model EEO Program are attached.

NOTE: Check appropriate box, sign the certification below and return to FCC:

- ☐ Station will employ fewer than 5 full-time employees; therefore no written program is being submitted.
- ☒ Station will employ 5 or more full-time employees. Our Model EEO Program is attached. (You must complete all sections of this form.)

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 21 day of September, 19 92

Signed Timothy J. Moore, President

Title Timothy J. Moore, President

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.**

GUIDELINES TO THE MODEL EEO PROGRAM

The model EEO program adopted by the Commission for construction permit applicants, assignees and transferees contains five sections designed to assist the applicant in establishing an effective EEO program for its station. The specific elements which should be addressed are as follows:

I. GENERAL POLICY

The first section of the program should contain a statement by the applicant that it will afford equal employment opportunity in all personnel actions without regard to race, color, religion, national origin or sex, and that it has adopted an EEO program which is designed to fully utilize the skills of qualified minorities and women in the relevant available labor force.

II. RESPONSIBILITY FOR IMPLEMENTATION

This section calls for the name (if known) and title of the official who will be designated by the applicant to have responsibility for implementing the station's program.

III. POLICY DISSEMINATION

The purpose of this section is to disclose the manner in which the station's EEO policy will be communicated to employees and prospective employees. The applicant's program should indicate whether it: (a) intends to utilize an employment application form which contains a notice informing job applicants that discrimination is prohibited and that persons who believe that they have been discriminated against may notify appropriate governmental agencies; (b) will post a notice which informs job applicants and employees that the applicant is an equal opportunity employer and that they may notify appropriate governmental authorities if they believe that they have been discriminated against; and (c) will seek the cooperation of labor unions, if represented at the station, in the implementation of its EEO program and in the inclusion of nondiscrimination provisions in union contracts. The applicant should also set forth any other methods it proposes to utilize in conveying its EEO policy (e.g., orientation materials, on-air announcements, station newsletter) to employees and prospective employees.

IV. RECRUITMENT

The applicant should specify the recruitment sources and other techniques it proposes to use to attract qualified minority and female job applicants. Not all of the categories of recruitment sources need be utilized. The purpose of the listing is to assist the applicant in developing specialized referral sources to establish a pool of qualified minorities and women who can be contacted as job opportunities occur. Sources which subsequently prove to be nonproductive should not be relied on and new sources should be sought.

V. TRAINING

Training programs are not mandatory. Each applicant is expected to decide, depending upon its own individual situation, whether a training program is feasible and would assist in its effort to increase the available pool of qualified minority and female applicants. Additionally, the applicant may set forth any other assistance it proposes to give to students, schools or colleges which is designed to be of benefit to minorities and women interested in entering the broadcasting field. The beneficiary of such assistance should be listed, as well as the form of assistance, such as contributions to scholarships, participation in work study programs, and the like.

MODEL EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

I. GENERAL POLICY

It will be our policy to provide employment opportunity to all qualified individuals without regard to their race, color, religion, national origin or sex in all personnel actions including recruitment, evaluation, selection, promotion, compensation, training and termination.

It will also be our policy to promote the realization of equal employment opportunity through a positive, continuing program of specific practices designed to ensure the full realization of equal employment opportunity without regard to race, color, religion, national origin or sex.

To make this policy effective, and to ensure conformance with the Rules and Regulations of the Federal Communications Commission, we have adopted an Equal Employment Opportunity Program which includes the following elements:

II. RESPONSIBILITY FOR IMPLEMENTATION

(Name/Title) Timothy J. Moore, President and GM will be responsible for the administration and implementation of our Equal Employment Opportunity Program. It will also be the responsibility of all persons making employment decisions with respect to the recruitment, evaluation, selection, promotion, compensation, training and termination of employees to ensure that our policy and program is adhered to and that no person is discriminated against in employment because of race, color, religion, national origin or sex.

III. POLICY DISSEMINATION

To assure that all members of the staff are cognizant of our equal employment opportunity policy and their individual responsibilities in carrying out this policy, the following communication efforts will be made:

- ☒ The station's employment application form will contain a notice informing prospective employees that discrimination because of race, color, religion, national origin or sex is prohibited and that they may notify the appropriate local, State or Federal agency if they believe they have been the victims of discrimination.
- ☒ Appropriate notices will be posted informing applicants and employees that the station is an Equal Opportunity Employer and of their right to notify an appropriate local, State or Federal agency if they believe they have been the victims of discrimination.
- ☐ We will seek the cooperation of unions, if represented at the station, to help implement our EEO program and all union contracts will contain a nondiscrimination clause. NO UNIONS ARE REPRESENTED AT THE STATION.
- ☐ Other (specify)

IV. RECRUITMENT

To ensure nondiscrimination in relation to minorities and women, and to foster their full consideration whenever job vacancies occur, we propose to utilize the following recruitment procedures:

- ☒ We will contact a variety of minority and women's organizations to encourage the referral of qualified minority and women applicants whenever job vacancies occur. Examples of organizations we intend to contact are:

MANSFIELD N.A.A.C.P.
MANSFIELD INTER-DENOMINATIONAL ALLIANCE
MANSFIELD BUSINESS & PROFESSIONAL WOMEN

- ☒ In addition to the organizations noted above, which specialize in minority and women candidates, we will deal only with employment services, including State employment agencies, which refer job candidates without regard to their race, color, religion, national origin or sex. Examples of these employment referral services are:

OHIO BUREAU OF EMPLOYMENT SERVICES
LOCAL EMPLOYMENT AGENCIES

- ☒ When we recruit prospective employees from educational institutions such recruitment efforts will include area schools and colleges with minority and women enrollments. Educational institutions to be contacted for recruitment purposes are:

THE OHIO STATE UNIVERSITY
NORTH CENTRAL TECHNICAL COLLEGE
ASHLAND UNIVERSITY
BOWLING GREEN STATE UNIVERSITY
PIONEER JOINT VOCATIONAL SCHOOL

- ☒ When we place employment advertisements with media some of such advertisements will be placed in media which have significant circulation or viewership or are of particular interest to minorities and women. Examples of media to be utilized are:

WSWR RADIO
MANSFIELD NEWS JOURNAL
SHELBY DAILY GLOBE

- ☒ We will encourage employees to refer qualified minority and women candidates for existing and future job openings.

V. TRAINING

- ☐ Station resources and/or needs will be such that we will be unable or do not choose to institute programs for upgrading the skills of employees.
- ☒ We will provide on-the-job training to upgrade the skills of employees.
- ☒ We will provide assistance to students, schools, or colleges in programs designed to enable qualified minorities and women to compete in the broadcast employment market on an equitable basis:

School or Other Beneficiary
NORTH CENTRAL OHIO BROADCASTERS ASSOCIATION

Proposed Form of Assistance
MINORITY BROADCAST INTERN PROGRAM

☐ Other (specify)

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to determine if the application requested is consistent with the public interest. The staff, consisting variously of attorneys, analysts, engineers, and applications examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.